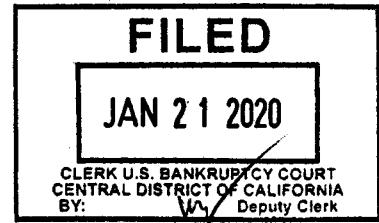


THE UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGLES DIVISION



In RE:

Scoobeez, et al.

WB

Debtors and Debtors in Possession.

Affects:

SCOOBEEZ, ONLY

Case No 2:19-bk-14989-WB

Jointly Administered:

2:19-bk-14991-VW; 2:19-bk-14997-

Chapter 11

**RESPONSE AND OBJECTION OF
LAURENCE P. AND PATRICIA L.
CESANDER, D/B/A PARKWAY
COMMERCIAL REALTY TO DEBTOR'S
MOTION TO REJECT UNEXPIRED
LEASE OF REAL PROPERTY AT 3601
NE LOOP 820, SUITE 103, FORT
WORTH, TEXAS**

HON. JULIA BRAND

**TO THE HONORABLE JULIA BRAND, UNITED STATES BANKRUPTCY JUDGE, HILLAIR
CAPITAL MANAGEMENT, LLC, THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, PARTIES
REQUESTING SPECIAL NOTICE, ATTORNEYS FOR DEBTORS AND DEBTORS-IN-POSSESSION, AND
THE OFFICE OF THE UNITED STATES TRUSTEE:**

Laurence P. and Patricia L. Cesander, D/B/A Parkway Commercial Realty ("Landlord") hereby files this response (the "Response") to the Debtors Motion to reject (the "Rejection Motion") the unexpired non-residential lease (the "Lease") of real property at 3601 NE Loop 820, Suites 103, Fort Worth, Texas. In support of this response, Landlord states as follows:

BACKGROUND

1. On October 25, 2016, Debtor and Debtor in Possession ("Scoobeez Inc.") entered into a Lease with Landlord for the Premise know as 3601 NE Loop 820, Suite 103, Fort Worth, Texas. Said Lease was due to expire on October 31, 2018. The Lease was signed by then CEO, Shoushana Ohananessian.
2. On May 4, 2018, Shoushana Ohananessian executed a certain First Lease Amending Agreement (EXHIBIT A) on behalf of Scoobeez, Inc. This amendment changed the Premises from Suite 103 to Suites 104 and 106. It also extended the Lease through October 31, 2020.
3. On April 30, 2019, Scoobeez, Inc. filed for Chapter 11 Bankruptcy. As of that date, there was a balance due on the account in the amount of \$715.31 for unpaid rent.
4. Post-Petition rent for the month of May 2019 was due on the first and late as of the 5th. A Scoobeez, Inc. check #1665 (EXHIBIT B) dated May 6, 2019 was received on May 13th and not paid on time as required in 11 U.S.C. 365(d)(3). A late fee of \$412.73 was added to the balance due. After applying the payment received on May 13th, the balance due for unpaid rent was \$1,128.04.
5. On May 16, 2019, Shoushana Ohananessian asked Landlord via email (EXHIBIT C) to reduce the amount of space stating, *"The office we moved into is very lovely, but for 2 to 3 employees being in the office at a time turned out to be larger then what we need and expensive. I would like to see the availability of moving back to the smaller office as we had before"*. At the time, Landlord was not aware of the Bankruptcy filing.

6. Post-Petition rent for the month of August 2019 was due on the first and late as of the 5th. Scoobeez Debtor in Possession check #1380 dated August 1, 2019 (EXHIBIT D) was received on August 9th and not paid on time as required in 11 U.S.C. 365(d)(3). A late fee of \$412.73 was added to the balance due. After applying the payment received on August 9th, the balance due for unpaid rent \$1,128.04.
7. On August 29, 2019, Landlord emailed George Voskanian, the current Co-CEO of Scoobeez, Inc. (EXHIBIT E) stating that Landlord had a tenant (American Lumber) in the same building willing to take the larger space (Suites 104 and 106), thus allowing Scoobeez to move back into the smaller space (Suite 103) and reduce expenses.
8. On September 5, 2019, George Voskanian emailed me (EXHIBIT F) stating that they would go with their local manager's decision which was to stay in the larger space.
9. On November 11, 2019, Scott Sheikh (Scoobeez current Co-CEO and General Counsel) emailed Landlord (EXHIBIT G) asking Landlord to sign a stipulation extending Scoobeez's deadline to accept or reject the Lease (the "Stipulation").
10. On or about November 11, 2019 and in a phone conversation where Scott Sheikh was soliciting Landlord to sign the Stipulation, Mr. Sheikh informed Landlord that Scoobeez would be accepting the Lease and that they would be staying in the building as part of their reorganization plan. Landlord informed American Lumber that Scoobeez would be staying and that Landlord would not be able to give them the larger space they needed.
11. On November 14, 2019, American Lumber informed Landlord via email (EXHIBIT H) that since Landlord was unable to give them more space in the building, they had found space in another building and that space should be ready on February 1, 2020.

12. On November 25, 2019, Landlord emailed Mr. Sheikh the executed Stipulation agreement.
13. On December 31, 2019 and without notice, Scoobeez abruptly started moving out of the Leased Premises.
14. On January 6, 2020, Attorneys for Scoobeez, Inc. filed a retroactive Rejection Motion for Suite 103.
15. Due to the timing of the Rejection Motion, and the lack of any notification from Scoobeez, Inc. as to their intent to vacate the Premises, Post-Petition rent for the month of January 2020 is unpaid and late. The rent for January is \$3,538.02. Including a late fee, the balance due on the account for unpaid rent is \$5,065.31. The balance due on the remainder of the Lease is \$36,907.49 (EXHIBIT I).

OBJECTION

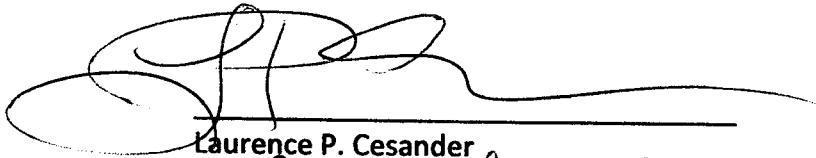
1. The Rejection Motion requests the rejection of Suite 103 of which Scoobeez is not a party. Scoobeez is a tenant in Suites 104 and 106.
2. Scoobeez's Co-CEO and General Counsel, Scott Sheikh, gave false information to Landlord about their intentions to accept the Lease. Mr. Sheikh's intentional false statement cost Landlord to lose another valued, high-rated tenant (American Lumber). If Mr. Sheikh had been honest, Landlord would have given the Scoobeez's Premise to American Lumber but instead, Landlord lost a valuable Tenant. The damages from this deception and the cost of losing this Tenant is approximately \$3,500.00 per month.

This was an unnecessary burden to Landlord directly caused by Scoobeez, Inc. false and misleading statements.

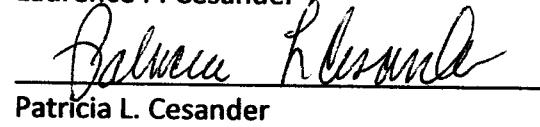
3. Scoobeez, Inc. did not and still has not given Landlord notice that they are vacating the Premises. While Debtor's local managers knew weeks in advance about the decision to vacate the Premises, this important information was withheld from Landlord.
4. As of December 31, 2019, Scoobeez, Inc. still owed rent in the amount of \$1,128.04. Of this, \$412.73 is Post-Petition. As of the filing of this Objection, the amount due for unpaid rent is \$5,065.31.
5. Debtor and Debtor in Possession are seeking a retroactive effect notwithstanding that the motion is for the wrong Premises, there is still outstanding Post-Petition rent due and they have not given Landlord notice.
6. Rejection of the Lease is unreasonable and any benefit will accrue to third parties. Per Scoobeez, Inc. bankruptcy filings, this business is solid showing assets of \$24,238,989 and liabilities of \$21,576,520 (EXHIBIT J). Including Scoobeez, Inc. in a broader bankruptcy filing and specifically this Lease, results in benefits to those outside of the Scoobeez, Inc. business and obligations.
7. Landlord will suffer disproportionate damage. Landlord is an individual husband and wife that rely on rental income as a means of financial support. The \$3,538.02 savings per month that Scoobeez, Inc. would save is inconsequential to the size of the already profitable business yet substantial to Landlord. Losing both Scoobeez, Inc. and American Lumber due to the Rejection Motion and failure of Scoobeez, Inc. to be honest and transparent with Landlord, will create a significant financial burden on Landlord.

WHEREFORE, Landlord hereby requests that the Court deny the Rejection Motion and require
Scoobeez, Inc. to accept the Lease through the remaining term ending on October 31, 2020.

Dated: January 17, 2020



Laurence P. Cesander



Patricia L. Cesander

D/B/A Parkway Commercial Realty
2485 E. Southlake Blvd; Suite 120
Southlake, Texas 76092
Telephone: 413-388-1099
Email: larry.cesander@verizon.net

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
2300 West 5th Street, #2312, Fort Worth, Texas 76107

A true and correct copy of the foregoing document entitled (specify):

**RESPONSE AND OBJECTION OF LAURENCE P. AND PATRICIA L. CESANDER, D/B/A
PARKWAY COMMERCIAL REALTY TO DEBTOR'S MOTION TO REJECT UNEXPIRED LEASE
OF REAL PROPERTY AT 3601 NE LOOP 820, SUITE 103, FORT WORTH, TEXAS**

will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) NA, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

See NEF for electronic confirmation to the U.S. Trustee, any trustees in this case, and to any attorneys who receive service from NEF.

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On January 18, 2020, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

ATTORNEYS FOR DEBTOR

Ashley M. McDow, John A. Simon, Shane J. Moses
Foley & Lardner LLP
555 S. Flower Street, 33rd Floor
Los Angeles, CA 90071

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

JUDGE:

Honorable Julia W. Brand (via overnight mail service)
United States Bankruptcy Court, Central District of California
Edward R. Roybal Federal Building and courthouse
255 E. Temple Street, Suite 1382
Los Angeles, CA 90012

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

January 18, 2020 Garrett M. Cesander
Date Printed Name

Zoëtta Condor
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

First Lease Amending Agreement

THIS FIRST LEASE AMENDING AGREEMENT dated as of May 4, 2018 between Lawrence P. and Patricia L. Cesander, d.b.a. Parkway Commercial Realty ("Landlord") and Scoubex, Inc. (the "Tenant")

WHEREAS by a lease dated October 23, 2013 the Landlord leases to the Tenant the premises described as 3601 Northeast Loop 820, Suite 103, Fort Worth, Texas ("Premises") for a term expiring on October 31, 2018;

AND WHEREAS the Landlord and the Tenant wish to amend the Lease in accordance with the terms and conditions hereof;

NOW THEREFORE in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the lease as follows:

1. The parties agree that the recitals above are true and correct in all material respects.
2. The parties agree that effective May 31, 2018 the Lease is hereby modified and amended as follows:
 - i. Extend the Lease for a two (2) year period that begins on November 1, 2018 and expires on October 31, 2020 (Expiration Period).
 - ii. Effective July 1, 2018 (Effective Date), the Premise will change from space #100 containing 1,431 square feet of net rentable area, to spaces 103 & 106 (New Space) containing 2,327 square feet of net rentable area shown on the floor plan attached to this First Lease Amending Agreement as Exhibit A.
 - iii. Tenant is taking the New Space as is. Where is with the following exception:
 - Prior to the Effective Date, Landlord at no cost to Tenant will have the ceiling professionally cleaned.
 - iv. Landlord will allow Tenant access to the New Space ten (10) days prior to the Effective Date for the sole purpose of installing telephone and data lines, moving files and furniture and modifying the New Space to be suitable.
 - v. Effective July 1, 2018 through October 31, 2018 and commensurate with the New Space, the base rent will increase to \$3,151.15 per month. Effective November 1, 2018 through October 31, 2020 the base rent will increase to 4.0% to \$3,277.16 per month.
 - vi. Effective July 1, 2018, building standard janitorial services within the Premises is added to the Lease pursuant to Section 3.1(c). In addition to the base cost shown in "v" above, Tenant will pay Landlord \$250.85 per month as reimbursement for the cost of adding the janitorial service. Any future increase in the actual cost of providing this service will be


Landlord Initials


Tenant Initials

provided to Tenant. Landlord will give Tenant a thirty (30) day advanced written notice of any increase. Tenant may cancel his added service by providing Landlord a thirty (30) day advanced written notice. If the added service is canceled, the new rent increase in this section would no longer be required.

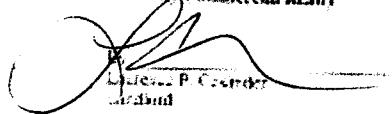
5. Prior to the Effective Date, Tenant to pay an additional Security Deposit to the amount of \$1,415.00 thus increasing the existing Security Deposit from \$2,861.00 to \$3,276.12.

6. The parties hereby confirm that all other terms and conditions of the Lease are in full force and effect, unaltered except as expressly provided in this Agreement, and that same shall remain of the essence in the Lease.

IN WITNESS WHEREOF this Agreement has been executed by the parties to the date first above written:

LANDLORD

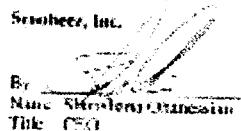
Parkway Commercial Realty



Michael P. Conner
Landlord

TENANT

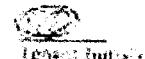
Sroobeez, Inc.



By _____
Name: Michael J. O'Gorman
Title: CFO

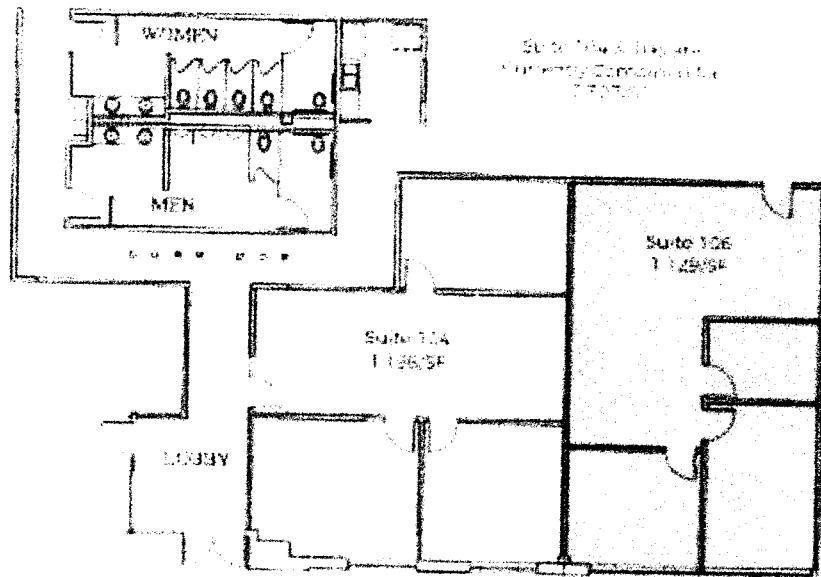


Landlord Initials



Tenant Initials

Exhibit A




Jacob L. Bittner



Exhibit B

First National Bank

DATE 5-13-19

NAME Parkway

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

1004 DEPOSITS

50005271 Teller # 520

TR 27 15:15:59 5/13/2019 ON

SUB TOTAL ►

SIGN HERE FOR CASH RECEIVED (IF REQUIRED)

ACCOUNT NUMBER Cash In Checks

* 50005271 .00 less cash received ► .00

3,411.98 Total 3,411.98

NET DEPOSIT \$ 3411.98

15011064520

WELLS FARGO BANK 1665

FOOTHILL AND PENNSYLVANIA 3200 FOOTHILL BLVD. LA CRESENTA, CA 91214

DATE 5/13/19 16241220

PAY TO THE ORDER OF: Parkway Commercial Realty \$ 3,411.98

Three thousand four hundred eleven & 98/100 DOLLARS

SCOBREZ INC.
3463 FOOTHILL BLVD.
GLENDALE, CA 91214-1856

Rent for 5/2019

171220001471561619430311665

[Signature]

Laurence Cesander

From: Suzy Ohanessian <suzy@scoobeez.com>
Sent: Thursday, May 16, 2019 1:26 PM
To: Laurence Cesander
Subject: Re: May 2019 Rent, 3601 NE Loop 820, Fort Worth, Texas, Late Notice

Hi Larry,

Hope you're doing well. Sorry about the check being late, the gentleman who handles that department was out due to having a baby.

The office we moved into is very lovely, but for 2 to 3 employees being in the office at a time turned out to be larger then what we need and expensive. I would like to see the availability of moving back to the smaller office as we had before.

Kind regards,



Suzy Ohanessian - President

p: [844-Scoobeez](tel:844-Scoobeez)
w: www.Scoobeez.com

m: [818-515-7664](tel:818-515-7664)
e: suzy@scoobeez.com

On May 7, 2019, at 4:12 PM, Laurence Cesander <larry.cesander@verizon.net> wrote:

Hello Suzy,

We have not received May rent. The balance due on the account is \$4,540.02 and a late notice is attached.

Would you please have someone overnight a check or complete a wire transfer?

Thank you,

Larry
413-388-1099 (cell)

<[Scoobeez Inc Late Notice - May 2019.pdf](#)>

EXHIBIT P

 First National Bank		CHECKING DEPOSIT	
<i>8 - 9.19</i>		<input checked="" type="checkbox"/> CASH ►	
DATE	<input type="checkbox"/> DEPOSITS		
NAME	<i>Parkway</i>		
<small>DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL</small>			
<small>RECEIVED #</small>			
<small>TR 14 11:40:59 8/09/2019 ON</small>			
<small>SUB TOTAL</small>			
<small>50005271 Teller # 532</small>			
<small>00000000000000000000000000000000</small>			
<small>ANCHORGROUP FINBKY09</small>			
<small>SIGN HERE FOR CASH RECEIVED (IF REQUIRED)</small>			
<small>ACCOUNT NUMBER</small>			
<small>Cash In</small>			
<small>Checks</small>			
<small>.00</small>			
<small>00000000000000000000000000000000</small>			
<small>RECEIVED</small>			
<small>3,411.98</small>			
<small>Total</small>			
<small>3,411.98</small>			
<small>NET</small>			
<small>DEPOSIT</small>			
<small>\$</small>			
<i>341198</i>			

Laurence Cesander

From: Laurence Cesander <larry.cesander@verizon.net>
Sent: Thursday, August 29, 2019 2:27 PM
To: 'George Voskanian'
Subject: 3601 NE Loop 820, Fort Worth, Texas

Hi George,

Suzy had asked about moving to a smaller space. I've got someone that would most likely take your larger space and then you could move back across the hall to the smaller suite. I spoke with Angela this afternoon to see if it was okay to show them the suite and she indicated you may want to stay in the larger space. Please let me know.

Best regards,

Larry

Larry Cesander
Parkway Commercial Realty
2485 E. Southlake Blvd; Suite 120
Southlake, Texas 76092

817-442-5794 (office)
413-388-1099 (cell)

From: Suzy Ohanessian [mailto:suzy@scoobeez.com]
Sent: Thursday, May 16, 2019 1:26 PM
To: Laurence Cesander <larry.cesander@verizon.net>
Subject: Re: May 2019 Rent, 3601 NE Loop 820, Fort Worth, Texas, Late Notice

Hi Larry,

Hope you're doing well. Sorry about the check being late, the gentleman who handles that department was out due to having a baby.

The office we moved into is very lovely, but for 2 to 3 employees being in the office at a time turned out to be larger then what we need and expensive. I would like to see the availability of moving back to the smaller office as we had before.

Kind regards,



Suzy Ohanessian - President

p: [844-Scoobeez](tel:844-Scoobeez) m: [818-515-7664](tel:818-515-7664)
w: www.Scoobeez.com e: suzy@scoobeez.com

Exhibit F

Laurence Cesander

From: George Voskanian <george@scoobeez.com>
Sent: Thursday, September 5, 2019 10:39 AM
To: Laurence Cesander
Cc: Angela Delacruz
Subject: Re: 3601 NE Loop 820, Fort Worth, Texas

Sorry for the late reply. Please go with what Angela suggested as she's closer to the ground.

George Voskanian
310-804-8022

On Thu, Sep 5, 2019 at 8:37 AM -0700, "Laurence Cesander" <larry.cesander@verizon.net> wrote:

Hi George,

Were you able to determine if you'd like to stay in the current, larger space or if you'd be interested in moving back to the smaller space? I'd like to get back to the potential tenant tomorrow.

Thanks!

Larry

From: Laurence Cesander [mailto:larry.cesander@verizon.net]
Sent: Friday, August 30, 2019 10:39 AM
To: 'George Voskanian' <georgev@scoobeez.com>
Subject: RE: 3601 NE Loop 820, Fort Worth, Texas

Thank you George! Whichever works best for you guys is fine with us. If you do want to reduce the size of the suite, we'd just need to find someone to move in. These guys are promising if that's what you end up deciding.

Best regards,

Larry

From: George Voskanian [mailto:georgev@scoobeez.com]
Sent: Friday, August 30, 2019 2:15 AM
To: Laurence Cesander <larry.cesander@verizon.net>
Subject: Re: 3601 NE Loop 820, Fort Worth, Texas

Hi Larry - thank you for reaching out. Let me check with Angela to see the reason behind staying with the larger one. Will revert back shortly. Thanks.

Hi George,

Suzy had asked about moving to a smaller space. I've got someone that would most likely take your larger space and then you could move back across the hall to the smaller suite. I spoke with Angela this afternoon to see if it was okay to show them the suite and she indicated you may want to stay in the larger space. Please let me know.

Best regards,

Larry

Larry Cesander

Parkway Commercial Realty
2485 E. Southlake Blvd; Suite 120
Southlake, Texas 76092

817-442-5794 (office)
413-388-1099 (cell)

From: Suzy Ohanessian [<mailto:suzy@scoobeez.com>]
Sent: Thursday, May 16, 2019 1:26 PM
To: Laurence Cesander <larry.cesander@verizon.net>
Subject: Re: May 2019 Rent, 3601 NE Loop 820, Fort Worth, Texas, Late Notice

Hi Larry,

Hope you're doing well. Sorry about the check being late, the gentleman who handles that department was out due to having a baby.

Exhibit G

Laurence Cesander

From: Scott Sheikh <scott@scoobeez.com>
Sent: Monday, November 11, 2019 11:48 AM
To: larry.cesander@verizon.net
Subject: Scoobeez / 3601 NE Loop 820, Fort Worth, TX 76137

Mr. Cesander,

I hope you're enjoying the long weekend. I am the Co-CEO and General Counsel of Scoobeez, your tenant at the above address. We are in the midst of a Reorganization (Chapter 11 Bankruptcy) process. I am reaching out because we have a procedural deadline coming up with respect to the Scoobeez lease. While the Bankruptcy process is moving forward, we do need some additional time while we work out certain issues. To that end, we would very much appreciate a stipulation to extend the deadline by 90 days. If you are amenable to this, we can send over a stipulation for your review and signature.

We appreciate your time and look forward to hearing from you at your earliest convenience. Should you have any questions, please do not hesitate to contact me.

Kind regards,



Scott A. Sheikh, Esq.
p: [844-Scoobeez ext. 1190](tel:844-Scoobeez ext. 1190)
w: www.scoobeez.com

Co-CEO and General Counsel
m: 818-650-0958
e: scott@scoobeez.com

Exhibit H

Laurence Cesander

From: Jason Whisenant <Jason.Whisenant@americanlumber.net>
Sent: Thursday, November 14, 2019 4:26 PM
To: 'larry.cesander@verizon.net'
Subject: RE: Additional 30 Days

Larry – Have you had an opportunity to give consideration to my note below? We have found a place that we think will work, but I don't expect it to be ready until Feb 1st.

Thank you,

Jason

From: Jason Whisenant
Sent: Wednesday, November 6, 2019 8:43 AM
To: 'larry.cesander@verizon.net'
Subject: Additional 30 Days

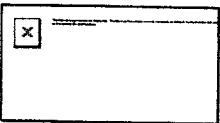
Larry – Could you support extending our lease through the end of January? We've not made a determination yet on a new office location.

Please advise.

Thank you,

Jason

Jason Whisenant



Phone: (830) 278-2282 ext 2818
Fax: (830) 278-8674
E-mail: jason.whisenant@americanlumber.net
Website: www.AmericanLumber.net

Scoobeez, Inc.

Scoobeez, Inc.
1/15/2020

Date

Num

Transaction

				Decrease	C	Increase	Balance
4/1/2019	Rent	cat: memo:	Fossil Creek Rental Income:Base Rental Income Monthly Rent Due + In-Suite Janitorial			3,151.15	3,491.25
4/1/2019	Clean	cat: memo:	Fossil Creek Rental Income:Expense Reimbursement Reimbursement for cleaning per Lease	260.83		3,752.08	
4/6/2019	Late	cat: memo:	Fossil Creek Rental Income:Late Fees April Late Fee	375.21		4,127.28	
4/8/2019		cat: memo:	[First National Bank Checking] #0069	3,411.98		715.31	
5/1/2019	Rent	cat: memo:	Fossil Creek Rental Income:Base Rental Income Monthly Rent Due + In-Suite Janitorial		3,151.15	3,866.46	
5/1/2019	Clean	cat: memo:	Fossil Creek Rental Income:Expense Reimbursement Reimbursement for cleaning per Lease	260.83		4,127.29	
5/6/2019	Late	cat: memo:	Fossil Creek Rental Income:Late Fees May Late Fee	412.73		4,540.02	
5/13/2019		cat: memo:	[First National Bank Checking] #1665	3,411.98		1,128.04	
6/1/2019	Rent	cat: memo:	Fossil Creek Rental Income:Base Rental Income Monthly Rent Due + In-Suite Janitorial		3,151.15	4,279.19	
6/1/2019	Clean	cat: memo:	Fossil Creek Rental Income:Expense Reimbursement Reimbursement for cleaning per Lease	260.83		4,540.02	
6/3/2019		cat: memo:	[First National Bank Checking] #1082, Debtor in Possession	3,824.71		716.31	
7/1/2019	Rent	cat: memo:	Fossil Creek Rental Income:Base Rental Income Monthly Rent Due + In-Suite Janitorial		3,151.15	3,866.46	
7/1/2019	Clean	cat: memo:	Fossil Creek Rental Income:Expense Reimbursement Reimbursement for cleaning per Lease	260.83		4,127.29	

Page 1

EXHIBIT T

Scoobeez, Inc.

Scoobeez, Inc.

1/15/2020

Date

Num

Transaction

Decrease

C

Increase

Balance

7/1/2019 cat: [First National Bank Checking]
memo: #1278 3,411.98 715.318/1/2019 Rent cat: Fossil Creek Rental Income:Base Rental Income
memo: Monthly Rent Due + In-Suite Janitorial 3,151.15 3,866.468/1/2019 Clean cat: Fossil Creek Rental Income:Expense Reimbursement
memo: Reimbursement for cleaning per Lease 260.83 4,127.298/6/2019 Late cat: Fossil Creek Rental Income:Late Fees
memo: August Late Fee 412.73 4,540.02

8/9/2019 cat: [First National Bank Checking] 3,411.98

9/1/2019 Rent cat: Fossil Creek Rental Income:Base Rental Income
memo: Monthly Rent Due + In-Suite Janitorial 3,151.15 4,279.199/1/2019 Clean cat: Fossil Creek Rental Income:Expense Reimbursement
memo: Reimbursement for cleaning per Lease 260.83 4,540.02

9/3/2019 cat: [First National Bank Checking] 3,411.98

10/1/2019 Rent cat: Fossil Creek Rental Income:Base Rental Income
memo: Monthly Rent Due + In-Suite Janitorial 3,151.15 4,279.1910/1/2019 Clean cat: Fossil Creek Rental Income:Expense Reimbursement
memo: Reimbursement for cleaning per Lease 260.83 4,540.0210/4/2019 cat: [First National Bank Checking]
memo: Debtor in Possession #1760 3,411.98 1,128.0411/1/2019 Rent cat: Fossil Creek Rental Income:Base Rental Income
memo: Monthly Rent Due + In-Suite Janitorial 3,277.19 4,405.2311/1/2019 Clean cat: Fossil Creek Rental Income:Expense Reimbursement
memo: Reimbursement for cleaning per Lease 260.83 4,666.06

Date	Num	Transaction			Decrease	C	Increase	Balance
11/4/2019		cat: [First National Bank Checking] memo: #1662			3,411.98			1,254.08
12/1/2019	Rent	cat: Fossil Creek Rental Income:Base Rental Income memo: Monthly Rent Due + In-Suite Janitorial			3,277.19		4,531.27	
12/1/2019	Clean	cat: Fossil Creek Rental Income:Expense Reimbursement memo: Reimbursement for cleaning per Lease			260.83		4,792.10	
12/3/2019					3,664.06			1,128.04
1/1/2020	Rent	cat: [First National Bank Checking] memo: #11722, Debtor in Possession			3,277.19			4,405.23
1/1/2020	Clean	cat: Fossil Creek Rental Income:Base Rental Income memo: Monthly Rent Due + In-Suite Janitorial			260.83		4,666.06	
1/1/2020	Late	cat: Fossil Creek Rental Income:Expense Reimbursement memo: Reimbursement for cleaning per Lease			399.25		5,065.31	
1/5/2020		cat: Fossil Creek Rental Income:Late Fees memo: January 2020 Late Fee			3,277.19			8,342.50
2/1/2020	Rent	cat: Fossil Creek Rental Income:Base Rental Income memo: Monthly Rent Due + In-Suite Janitorial			260.83		8,603.33	
2/1/2020	Clean	cat: Fossil Creek Rental Income:Expense Reimbursement memo: Reimbursement for cleaning per Lease			3,277.19			11,880.52
3/1/2020	Rent	cat: Fossil Creek Rental Income:Base Rental Income memo: Monthly Rent Due + In-Suite Janitorial			260.83		12,141.35	
3/1/2020	Clean	cat: Fossil Creek Rental Income:Expense Reimbursement memo: Reimbursement for cleaning per Lease			3,277.19			15,418.54
4/1/2020	Rent	cat: Fossil Creek Rental Income:Base Rental Income memo: Monthly Rent Due + In-Suite Janitorial			260.83		15,679.37	
4/1/2020	Clean	cat: Fossil Creek Rental Income:Expense Reimbursement memo: Reimbursement for cleaning per Lease						

Date	Num	Transaction			Decrease	C	Increase	Balance
		cat:	memo:					
5/1/2020	Rent	cat: Fossil Creek Rental Income:Base Rental Income memo: Monthly Rent Due + In-Suite Janitorial			260.83	19,217.39	3,277.19	18,956.56
5/1/2020	Clean	cat: Fossil Creek Rental Income:Expense Reimbursement memo: Reimbursement for cleaning per Lease			260.83	22,494.58	22,755.41	22,755.41
6/1/2020	Rent	cat: Fossil Creek Rental Income:Base Rental Income memo: Monthly Rent Due + In-Suite Janitorial			260.83	26,032.60	3,277.19	26,032.60
6/1/2020	Clean	cat: Fossil Creek Rental Income:Expense Reimbursement memo: Reimbursement for cleaning per Lease			260.83	26,293.43	260.83	26,293.43
7/1/2020	Rent	cat: Fossil Creek Rental Income:Base Rental Income memo: Monthly Rent Due + In-Suite Janitorial			260.83	29,570.62	3,277.19	29,570.62
7/1/2020	Clean	cat: Fossil Creek Rental Income:Expense Reimbursement memo: Reimbursement for cleaning per Lease			260.83	29,831.45	260.83	29,831.45
8/1/2020	Rent	cat: Fossil Creek Rental Income:Base Rental Income memo: Monthly Rent Due + In-Suite Janitorial			260.83	33,108.64	3,277.19	33,108.64
8/1/2020	Clean	cat: Fossil Creek Rental Income:Expense Reimbursement memo: Reimbursement for cleaning per Lease			260.83	33,369.47	260.83	33,369.47
9/1/2020	Rent	cat: Fossil Creek Rental Income:Base Rental Income memo: Monthly Rent Due + In-Suite Janitorial			260.83	36,646.66	3,277.19	36,646.66
9/1/2020	Clean	cat: Fossil Creek Rental Income:Expense Reimbursement memo: Reimbursement for cleaning per Lease			260.83	36,907.49	260.83	36,907.49
10/1/2020	Rent	cat: Fossil Creek Rental Income:Base Rental Income memo: Monthly Rent Due + In-Suite Janitorial						
10/1/2020	Clean	cat: Fossil Creek Rental Income:Expense Reimbursement memo: Reimbursement for cleaning per Lease						

Debtor name Scoobeez

Main Document

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EXHIBIT 3

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIACase number (if known) 19-bk-14859 Check if this is an amended filing

Official Form 206Sum

Summary of Assets and Liabilities for Non-Individuals

12/15

Summary of Assets

1. Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)

1a. Real property: Copy line 88 from Schedule A/B.....	\$ <u>677,337.51</u>
1b. Total personal property: Copy line 91A from Schedule A/B.....	\$ <u>23,561,651.31</u>
1c. Total of all property: Copy line 92 from Schedule A/B.....	\$ <u>24,238,988.82</u>

Summary of Liabilities

2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)

Copy the total dollar amount listed in Column A, Amount of claim, from line 3 of Schedule D..... \$ 12,446,086.05

3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)

3a. Total claim amounts of priority unsecured claims: Copy the total claims from Part 1 from line 5a of Schedule E/F.....	\$ <u>0.00</u>
3b. Total amount of claims of nonpriority amount of unsecured claims: Copy the total of the amount of claims from Part 2 from line 5b of Schedule E/F.....	+\$ <u>9,130,433.58</u>

4. Total Liabilities

Lines 2 + 3a + 3b

\$ 21,576,519.63